

FILED

IN THE UNITED STATES DISTRICT COURT 2007 AUG 28 PM 3: 36
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

CLERK US DISTRICT COURT
WESTERN DISTRICT OF TEXAS

DELL INC.,

Plaintiff,

v.

ALF TEMME, LARS CRISPIN TEMME
d/b/a ROMFAB, and KIM TEMME d/b/a
NORDIC SAUNA,

Defendants.

BY

DEPUTY

Civil Action No. 1:07-cv-00025 SS

FINAL JUDGMENT

1. Defendants, their respective officers, agents, servants, employees, attorneys, and all others in active concert or participation with any of them, are permanently enjoined and restrained from:

- a. using or conspiring to use any of Dell's DELL Marks, any other mark owned by Dell, or any colorable imitation or simulation of any of them;
- b. registering or using, directly or indirectly, any of the Domains, or any other domain name that contains any of Dell's DELL Marks or any colorable imitation, simulation or typographical variation of any of them, either alone or in combination with any other term, or any domain name that is confusingly similar to any of the above, or conspiring to do so;
- c. enrolling, attempting to enroll in, or otherwise participating in any affiliate program operated by Dell or any of its subsidiaries, either in their individual capacity or on behalf of any other person or entity;

- d. doing or conspiring to do any act or thing likely to induce the belief that Defendants' products or services are in any way legitimately connected with, or sponsored or approved by, Dell; and
 - e. doing or conspiring to do any act or thing that dilutes or is likely to dilute the distinctiveness of any of Dell's DELL Marks, or that tarnishes or is likely to tarnish the goodwill associated with any of them.
2. The Court hereby orders that the Internet domain names **d3ell.com**, **de3ll.com**, **d4ell.com**, **de4ll.com**, **dedll.com**, **derll.com**, and **dxell.com**, as well as any other domain name covered by Paragraph 1.b be transferred to Dell's complete control.
3. Defendants, jointly and severally, shall immediately pay to Dell:
- a. \$70,000 as statutory damages for their willful acts of cybersquatting;
 - b. \$4,213.16 as disgorgement of Defendants' ill-gotten gains obtained through breach of the terms of their agreement with Dell; and
 - c. \$54,939.50 as reimbursement for attorneys' fees and costs reasonably incurred by Dell in connection with this action.
4. Within 10 days of the date of Defendants are served with this Judgment, Defendants shall file with this Court and serve on Dell a report in writing under oath setting forth in detail the manner and form in which each Defendant has complied with the terms of judgment.

SO ORDERED:

DATED: August 28, 2007

By:


United States District Court